



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
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GAIL FARBER, Director

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

July 03, 2012

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

27 July 3, 2012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVE COOPERATIVE AGREEMENT FOR
LAMBERT ROAD AT MILLS AVENUE TRAFFIC SIGNAL UPGRADE PROJECT
CITY OF WHITTIER-COUNTY OF LOS ANGELES
UNINCORPORATED COMMUNITY OF SOUTH WHITTIER
(SUPERVISORIAL DISTRICT 4)
(3 VOTES)**

SUBJECT

This action is to approve the cooperative agreement between the City of Whittier and the County of Los Angeles to delegate responsibilities and finance the design and construction of the Lambert Road at Mills Avenue traffic signal upgrade project.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that this project is categorically exempt from the provisions of the California Environmental Quality Act.
2. Approve and instruct the Chairman of your Board to sign the cooperative agreement between the City of Whittier and the County of Los Angeles to delegate responsibilities and finance the design and construction of the northbound and southbound left-turn signals on Mills Avenue at the signalized intersection of Lambert Road at Mills Avenue. The agreement further provides for the City of Whittier to assign \$137,000 of its Federal Surface Transportation Program-Local funds to the County of Los Angeles to finance the City of Whittier's share of the cost of the project.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is for your Board to approve the cooperative agreement with the City of Whittier to delegate responsibilities and finance the design and construction of the traffic signal upgrade project.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Integrated Services Delivery (Goal 3). By installing the left-turn signals, residents of the City and nearby unincorporated County communities who travel on Mills Avenue will benefit with the enhanced traffic safety and improved quality of life.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The total project cost is estimated to be \$532,000 with the City's share estimated to be \$137,000 and the County's share estimated to be \$395,000. In addition to the construction contract cost, the total project cost includes the cost of plans, specifications, consultant services, survey, materials testing, construction engineering, inspection, contract administration, change order contingency, contribution to the Contract Cities Liability Trust Fund, and other County services.

The City will finance its share of the cost by assigning \$137,000 of its available Federal STP-L to the County. County funding for the project is included in the Fourth Supervisorial District's Road Construction Program in the Recommended Fiscal Year 2012-13 Road Fund Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The enclosed cooperative agreement has been approved as to form by County Counsel and has been executed by the City.

Sections 1685 and 1803 of the California Streets and Highways Code provide that the Board of Supervisors of any county may enter into contracts or agreements with the legislative body of any city for the purposes of more efficient construction or repair of streets and roads within the city.

The enclosed cooperative agreement provides for the County to perform the preliminary engineering and administer construction of the project with the City and County to finance their respective jurisdictional shares of the project cost. The City's actual cost will be based upon a final accounting after completion of the project. The agreement further provides for the City to assign \$137,000 of its available Federal Surface Transportation Program-Local (STP-L) funds to the County to finance its share of the cost of the project.

The Los Angeles County Metropolitan Transportation Authority has established procedures that permit the transfer of Federal STP-L funds between public agencies. The approval of the enclosed cooperative agreement is required under these procedures. This transfer of funds is mutually beneficial to and in the general interest of the City and the County.

ENVIRONMENTAL DOCUMENTATION

This project is categorically exempt from the provisions of the CEQA pursuant to Section 15301(c) of the CEQA guidelines and Class 1(x), Subsections 4 and 22 of the Environmental Reporting Procedures and Guidelines adopted by your Board on November 17, 1987. These exemptions provide for modification of existing traffic signal systems and maintenance of existing roadway facilities.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The proposed improvements to the traffic signals on Lambert Road at Mills Avenue are needed and will enhance motorists and pedestrians safety.

CONCLUSION

Please return one adopted copy of this letter and one original of the cooperative agreement to the Department of Public Works, Programs Development Division.

Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER

Director

GF:JTW:dg

Enclosures

c: Chief Executive Office (Rita Robinson)
County Counsel
Executive Office

**AGREEMENT AND ASSIGNMENT OF
FEDERAL SURFACE
TRANSPORTATION PROGRAM – LOCAL FUNDS**

THIS AGREEMENT AND ASSIGNMENT, made and entered into by and between the CITY OF WHITTIER, a municipal corporation in the County of Los Angeles (hereinafter referred to as CITY), and the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as COUNTY):

WITNESSETH

WHEREAS, CITY and COUNTY propose to upgrade the traffic signal at the intersection of Lambert Road at Mills Avenue with the installation of north and southbound left-turn signals on Mills Avenue (which work is hereinafter referred to as TRAFFIC SIGNALS); install signing, striping, and pavement markings at the aforementioned intersection (which work is hereinafter referred to as SIGNING AND STRIPING); and construct roadway improvements consisting of curb ramp reconstruction (which work is hereinafter referred to as ROADWAY IMPROVEMENTS); and

WHEREAS, TRAFFIC SIGNALS, SIGNING AND STRIPING, and ROADWAY IMPROVEMENTS together are hereinafter referred to as PROJECT; and

WHEREAS, PROJECT is within the shared geographical boundaries of CITY and COUNTY; and

WHEREAS, PROJECT is of general interest to CITY and COUNTY; and

WHEREAS, COUNTY is willing to perform the PRELIMINARY ENGINEERING, construction inspection and engineering, materials testing, construction survey, and contract administration for PROJECT; and

WHEREAS, COST OF TRAFFIC SIGNALS combined with COST OF SIGNING AND STRIPING and COST OF ROADWAY IMPROVEMENTS (as defined in paragraph 1) c., 1) d., and 1) e. of this AGREEMENT AND ASSIGNMENT) is hereinafter referred to as COST OF PROJECT; and

WHEREAS, CITY is willing to finance 25 percent of COST OF TRAFFIC SIGNALS and COUNTY is willing to finance 75 percent of COST OF TRAFFIC SIGNALS; and

WHEREAS, CITY AND COUNTY are each willing to finance their respective shares of COST OF SIGNING AND STRIPING and of COST OF ROADWAY IMPROVEMENTS as described in paragraph 4) b. below; and

WHEREAS, COST OF PROJECT is currently estimated to be Five Hundred Thirty-two Thousand and 00/100 Dollars (\$532,000.00) with CITY'S estimated share being One Hundred Thirty-seven Thousand and 00/100 Dollars (\$137,000.00) and COUNTY'S estimated share being Three Hundred Ninety-five Thousand and 00/100 Dollars (\$395,000.00) in the Fourth Supervisorial District; and

WHEREAS, CITY proposes to finance its jurisdictional share of COST OF PROJECT by assigning One Hundred Thirty-seven Thousand and 00/100 Dollars (\$137,000.00) of available Federal Surface Transportation Program-Local (STP-L) funds to COUNTY; and

WHEREAS, COUNTY is willing to accept the CITY'S assignment of Federal STP-L funds and utilize the assignment as credit towards the CITY'S jurisdictional share of COST OF PROJECT; and

WHEREAS, such a proposal is authorized and provided for by the provisions of Sections 1685 and 1803 of the California Streets and Highways Code.

WHEREAS, the Los Angeles County Metropolitan Transportation Authority has procedures in effect that permit the transfer of Federal STP-L funds between agencies; and

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

1) DEFINITIONS:

- a. JURISDICTION as referred to in this AGREEMENT AND ASSIGNMENT shall be defined as the area within the geographical boundary of the CITY and the unincorporated areas of the COUNTY.
- b. PRELIMINARY ENGINEERING as referred to in this AGREEMENT AND ASSIGNMENT shall consist of environmental findings and approvals/permits; design survey; soils report; traffic index and geometric investigation; preparation of plans, specifications, and cost estimates; right-of-way engineering; utility engineering; and all other necessary work prior to advertising of PROJECT for construction bids.
- c. COST OF TRAFFIC SIGNALS as referred to in this AGREEMENT AND ASSIGNMENT shall consist of all costs incurred in connection with the completion of the TRAFFIC SIGNALS including, without limitation, the COST OF PRELIMINARY ENGINEERING, construction contract, contract administration, construction inspection and engineering, utility relocation, traffic detour, changes and modifications of plans and specifications necessitated by unforeseen or unforeseeable field conditions encountered during construction of TRAFFIC SIGNALS, and all other work necessary

to construct TRAFFIC SIGNALS in accordance with the approved plans and shall include any and all currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.

- d. COST OF SIGNING AND STRIPING as referred to in this AGREEMENT AND ASSIGNMENT shall consist of all costs incurred in connection with the completion of the SIGNING AND STRIPING including, without limitation, the COST OF PRELIMINARY ENGINEERING, construction contract, contract administration, construction engineering and inspection, final striping, striping and marking, changes and modifications of plans and specifications necessitated by unforeseen or unforeseeable field conditions encountered during construction of SIGNING AND STRIPING, and all other work necessary to complete SIGNING AND STRIPING in accordance with approved plans and shall include any and all currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any and all of the aforementioned items.
- e. COST OF ROADWAY IMPROVEMENTS as referred to in this AGREEMENT AND ASSIGNMENT shall consist of all costs incurred in connection with completion of the ROADWAY IMPROVEMENTS including, without limitation, the COST OF PRELIMINARY ENGINEERING, construction contract, contract administration, construction inspection and engineering, materials testing, required materials, construction survey, utility relocation, traffic detour, changes and modifications of plans and specifications necessitated by unforeseen or unforeseeable field conditions encountered during construction of ROADWAY IMPROVEMENTS, and all other work necessary to construct ROADWAY IMPROVEMENTS in accordance with approved plans and shall include any and all currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any and all of the aforementioned items.
- f. COST OF PRELIMINARY ENGINEERING as referred to in this AGREEMENT AND ASSIGNMENT shall consist of all costs incurred in connection with completion of preliminary engineering including, without limitation, the costs of environmental documentation; design survey, soils report, traffic index, and geometric investigation; preparation of plans, specifications, and cost estimates; right-of-way certification; utility engineering; and all other necessary work prior to advertising of PROJECT for construction bids and shall include any and all currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any and all of the aforementioned items.

- g. COST OF PROJECT as referred to in this AGREEMENT AND ASSIGNMENT shall mean the sum of COST OF TRAFFIC SIGNALS, COST OF SIGNING AND STRIPING, and COST OF ROADWAY IMPROVEMENTS.
- h. The COST OF CONSTRUCTION CONTRACT as referred to in this AGREEMENT AND ASSIGNMENT shall consist of the total of all payments to the contractor(s) for PROJECT and payments to utility companies or contractor(s) for the relocation of facilities necessary for the construction of PROJECT.

2) CITY AGREES:

- a. To finance 25 percent of COST OF TRAFFIC SIGNALS; the CITY'S share of COST OF SIGNING AND STRIPING, and the CITY'S share of COST OF ROADWAY IMPROVEMENTS, the amounts of which are to be determined by a final accounting pursuant to paragraph 4) b. below.
- b. To assign One Hundred Thirty-seven Thousand and 00/100 Dollars (\$137,000.00) of CITY'S available Federal STP-L funds to County as credit to finance its estimated jurisdictional share of COST OF PROJECT. Such assignment shall be effective upon full execution of this AGREEMENT AND ASSIGNMENT with no further action required by COUNTY.
- c. To grant to COUNTY, at no cost to COUNTY, any temporary right of way that CITY owns or has an easement for that is necessary for the construction of PROJECT.
- d. Upon receipt of application from COUNTY and approval of construction plans for PROJECT, to issue COUNTY a no-fee permit(s) authorizing COUNTY to construct those portions of PROJECT within CITY'S JURISDICTION.
- e. To appoint COUNTY as CITY'S attorney-in-fact for the purpose of representing CITY in all negotiations pertaining to the advertisement of PROJECT for construction bids, award, and administration of the construction contract and in all things necessary and proper to complete PROJECT.
- f. To cooperate with COUNTY in conducting negotiations with and, where appropriate, issue notices to public utility organizations and owners of substructure and overhead facilities regarding the relocation, removal, operation, and maintenance of all surface and underground utilities and facilities, structures, and transportation services that interfere with the proposed construction. Where utilities have been installed in CITY streets or on CITY property, CITY will provide the necessary right of way for the

relocation of those utilities and facilities that interfere with the construction of PROJECT at no cost to COUNTY. Utility relocation costs for CITY-owned utilities shall be borne by CITY. CITY will take all necessary steps to grant, transfer, or assign all of CITY'S prior rights over the utility companies and owners of substructure and overhead facilities to COUNTY when necessary to construct, complete, and maintain PROJECT or to appoint COUNTY as its attorney-in-fact to exercise such prior rights.

- g. To be financially responsible for disposal and/or mitigation measures, if necessary, should any hazardous materials, chemicals, or contaminants be encountered during construction of PROJECT within CITY'S JURISDICTION.
- h. Upon completion of PROJECT to maintain in good condition and at CITY'S expense all ROADWAY IMPROVEMENTS and SIGNING AND STRIPING constructed as part of PROJECT within CITY'S JURISDICTION.

3) COUNTY AGREES:

- a. To perform or cause to be performed the PRELIMINARY ENGINEERING, construction administration, right-of-way acquisition and clearance matters and all other work necessary to complete PROJECT.
- b. To finance COUNTY'S jurisdictional share of COST OF PROJECT, COUNTY'S actual share will be determined by a final accounting pursuant to paragraph 4) b. below.
- c. To accept the CITY'S assignment of Federal STP-L funds and apply a credit of One Hundred Thirty-seven Thousand and 00/100 Dollars (\$137,000.00) to finance the estimated CITY'S share of COST OF PROJECT.
- d. To obtain CITY'S approval of plans for PROJECT prior to soliciting for construction bids.
- e. To solicit PROJECT for construction bids, award and administer the construction contract, do all things necessary and proper to complete PROJECT, and act on behalf of CITY in all negotiations pertaining thereto.
- f. To be financially responsible for disposal and/or mitigation measures, if necessary, should any hazardous materials, chemicals, or contaminants be encountered during construction of PROJECT within COUNTY'S JURISDICTION.

- g. To furnish CITY within one hundred eighty (180) calendar days after project completion a final accounting of the actual COST OF PROJECT, including an itemization of actual unit costs and actual quantities for PROJECT.
 - h. Upon completion of PROJECT, to maintain in good condition and at COUNTY'S expense, all ROAD IMPROVEMENTS and SIGNING AND STRIPING constructed as part of PROJECT within COUNTY'S JURISDICTION.
- 4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:
 - a. Upon completion of PROJECT, all TRAFFIC SIGNALS constructed as part of PROJECT within CITY will be maintained by COUNTY under the terms and conditions set forth in Traffic Signal Maintenance Agreement No. 41825 between the CITY and COUNTY.
 - b. The final accounting of the actual total COST OF PROJECT shall allocate the COST OF SIGNING AND STRIPING and COST OF ROADWAY IMPROVEMENTS between CITY and COUNTY based on the location of the improvements and/or work done. Thus, the cost of all work for SIGNING AND STRIPING and ROADWAY IMPROVEMENTS (including all engineering, administration, and all other costs incidental to the work or improvement) located within COUNTY'S JURISDICTION shall be borne by COUNTY. Such costs constitute COST OF SIGNING AND STRIPING and COST OF ROADWAY IMPROVEMENTS within COUNTY'S JURISDICTION. The cost of all work for SIGNING AND STRIPING and ROADWAY IMPROVEMENTS (including all engineering, administration, and all other costs incidental to the work or improvement) located within CITY'S JURISDICTION shall be borne by CITY. Such costs constitute COST OF SIGNING AND STRIPING and COST OF ROADWAY IMPROVEMENTS within CITY'S JURISDICTION.
 - c. That if at final accounting, CITY'S share of COST OF PROJECT exceeds CITY'S assignment of Federal STP-L funds, as set forth in paragraph 2) b. above, CITY shall pay to COUNTY the additional amount upon demand or assign to COUNTY additional Federal STP-L funds. Said demand shall consist of a billing invoice prepared by COUNTY. Conversely, if the required CITY funds are less than said deposit, COUNTY shall refund difference to CITY without further action by CITY.
 - d. That if CITY'S PAYMENT, as set forth in paragraph 4) c. above, is not delivered to COUNTY office described on the billing invoice prepared by COUNTY and delivered to CITY within sixty (60) calendar days after the date of delivery to CITY of said invoice, notwithstanding the provisions of Government Code Section 907, COUNTY may satisfy such indebtedness,

including interest thereon, from any funds of CITY on deposit with COUNTY after giving notice to CITY of COUNTY'S intention to do so.

- e. CITY shall review the final accounting invoice prepared by COUNTY and report in writing any discrepancies to COUNTY within sixty (60) calendar days after the date of said invoice. Undisputed charges shall be paid by CITY to COUNTY within sixty (60) calendar days after the date of said invoice. COUNTY shall review all disputed charges and submit a written justification detailing the basis for those charges within sixty (60) calendar days of receipt of CITY'S written report. CITY shall then make payment of the previously disputed charges or submit justification for nonpayment within sixty (60) calendar days after the date of COUNTY'S written justification.
- f. COUNTY at any time may, at its sole discretion, designate an alternative payment mailing address and an alternative schedule for payment of CITY funds if applicable. CITY shall be notified of such changes by invoice prepared by COUNTY and delivered to CITY.
- g. During construction of PROJECT, COUNTY shall furnish an inspector or other representative to perform the functions of an inspector. CITY may also furnish, at no cost to COUNTY, an inspector or other representative to inspect construction of PROJECT. Said inspectors shall cooperate and consult with each other, but the orders of COUNTY inspector to the contractors or any other person in charge of construction shall prevail and be final.
- h. For the portion of PROJECT in CITY'S JURISDICTION, COUNTY hereby assigns all of its right, title, and interest to any unexpired portion of a one-year warranty granted to the COUNTY by the construction contractor constructing PROJECT. CITY agrees to accept said assignment as its sole remedy against COUNTY in connection with defects relating to said PROJECT.
- i. This AGREEMENT AND ASSIGNMENT may be amended or modified only by mutual written consent of CITY and COUNTY. Amendments and modification of a nonmaterial nature may be made by the mutual written consent of the parties' Directors of Public Works or their delegates.
- j. Any correspondence, communication, or contact concerning this AGREEMENT AND ASSIGNMENT shall be directed to the following:

CITY: Mr. David Pelsner
Director of Public Works
City of Whittier
13230 Penn Street
Whittier, CA 90602-1772

COUNTY: Ms. Gail Farber
Director of Public Works
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

- k. Other than as provided below, neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT AND ASSIGNMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT AND ASSIGNMENT.
- l. Other than as provided below, neither COUNTY nor any officer or employee of COUNTY shall be responsible, directly or indirectly, for damage or liability arising from or attributable to the presence or alleged presence, transport, arrangement, or release of any hazardous materials, chemicals, or contaminants present at or stemming from the PROJECT within the CITY'S JURISDICTION or arising from acts or omissions on the part of the CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of the CITY under this AGREEMENT AND ASSIGNMENT, including liability under the Comprehensive Environmental, Response, Compensation and Liability Act of 1980 (CERCLA) and under the California Health and Safety Code. It is understood and agreed pursuant to Government Code Section 895.4, CITY shall fully indemnify, defend and hold COUNTY harmless from any such damage, liability or claim. In addition to being an agreement enforceable under the laws of the State of California, the foregoing indemnity is intended by the parties to be an agreement pursuant to 42 U.S.C. Section 9607(e), Section 107(e), of the amended CERCLA, and California Health and Safety Code Section 25364.
- m. Neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT AND ASSIGNMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by

reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT AND ASSIGNMENT

- n. Neither CITY nor any officer or employee of CITY shall be responsible, directly or indirectly, for damage or liability arising from or attributable to the presence or alleged presence, transport, arrangement, or release of any hazardous materials, chemicals, or contaminants present at or stemming from the PROJECT within the COUNTY'S JURISDICTION or arising from acts or omissions on the part of the COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of the COUNTY under this AGREEMENT AND ASSIGNMENT, including liability under the Comprehensive Environmental, Response, Compensation and Liability Act of 1980 (CERCLA) and under the California Health and Safety Code. It is understood and agreed pursuant to Government Code Section 895.4, COUNTY shall fully indemnify, defend and hold CITY harmless from any such damage, liability or claim. In addition to being an agreement enforceable under the laws of the State of California, the foregoing indemnity is intended by the parties to be an agreement pursuant to 42 U.S.C. Section 9607(e), Section 107(e), of the amended CERCLA, and California Health and Safety Code Section 25364.
- o. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the parties hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this AGREEMENT AND ASSIGNMENT to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each of the parties indemnifies and holds harmless the other party for any liability, cost, or expense that may be imposed upon such other party solely by virtue of Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.
- p. The provisions of this AGREEMENT AND ASSIGNMENT shall supersede and control over any provisions inconsistent herewith in the Assumption of Liability Agreement No. 32044 between CITY and COUNTY, adopted by the Board of Supervisors on December 27, 1977, and currently in effect.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized by the CITY OF WHITTIER on APRIL 24, 2012, and by the COUNTY OF LOS ANGELES on July 3, 2012.



ATTEST:

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By [Signature]
Deputy

APPROVED AS TO FORM:

JOHN F. KRATTLI
COUNTY COUNSEL

By [Signature]
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

27 JUL 3 2012

[Signature]
SACHI A. HAMAI
EXECUTIVE OFFICER

COUNTY OF LOS ANGELES

By [Signature]
Chairman, Board of Supervisors

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By [Signature]
Deputy

CITY OF WHITTIER

By [Signature]
Mayor, Owen Newcomer

ATTEST:

By [Signature] 5-7-11
City Clerk, Kathryn A. Marshall

APPROVED AS TO FORM:

By [Signature]
City Attorney, Richard D. Jones